

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

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In re:

Chapter 11

NORTHERN BOULEVARD AUTOMALL, LLC
d/b/a Long Island City Volkswagen,

Case No. 19-41348-nhl

Debtor.

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NORTHERN BOULEVARD AUTOMALL, LLC
d/b/a Long Island City Volkswagen

Adv. Pro. No. 19-1045-nhl

Plaintiff,

-against-

NORTHERN BROADWAY AUTO, LLC,
NIKOLAOS LETSIOS, VALLEY AUTO SHOW LLC,
and RESPECT AUTO QUEENS I LLC,

Defendants.

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**ORDER TO SHOW CAUSE FOR PRELIMINARY INJUNCTION
AND TEMPORARY RESTRAINING ORDER**

UPON the Declaration of Robert Spence, Esq., sworn to on April 9, 2019, the Motion for a Temporary Restraining Order and Preliminary Injunction (the “Application for a Preliminary Injunction”), and the Complaint filed in the above-captioned adversary proceeding on April 9, 2019; it is hereby

ORDERED, that the above-named defendants, NORTHERN BROADWAY AUTO, LLC, NIKOLAOS LETSIOS, VALLEY AUTO SHOW LLC, and RESPECT AUTO QUEENS I LLC, (the “Defendants”) and any other party in interest appear and show cause before the Honorable Nancy Hershey Lord on **April 11, 2019 at 4:00 p.m.** (the “Hearing”), at the United States Bankruptcy Court, Eastern District of New York, in Courtroom 3577, 271-C Cadman Plaza East,

Brooklyn, NY 11201, as to why an order should not be issued pursuant to Federal Rule of Civil Procedure 65(a) made applicable by Federal Rule of Bankruptcy Procedure 7065, enjoining the Defendants, including their subsidiaries, affiliates, officers, directors, employees, attorneys, representatives, and all others acting in concert with each and all of them, during the pendency of this action, from releasing and/or utilizing the proceeds and consideration from the sale of the Lease for 53-21 Northern Boulevard, Woodside, New York (the “53-21 Lease”) by and between Nikolaos Letsios, Northern Broadway Auto, LLC, and Respect Auto Queens I, LLC, including, but not limited to, the following payments/consideration listed in paragraph 49 of the filed Complaint:

- i. Mr. Letsios’ payments under the consulting agreement worth \$155,000 -- \$105,000 was payable at closing (but had not been paid yet) and \$50,000 was payable over the next 5 months at \$10,000 per month;
- ii. Mr. Letsios’ 25% share of net profit at the Premises based on sales at that location for a term of 7 years, but, this agreement can be bought out by Respect at any time for \$150,000 (payable \$75k up front and \$75 over 2 years);
- iii. Payments to Magic Major Auto, Inc. for the liability assumed by Respect (the balance of Mr. Letsios’ debt owed to Magic in the Agreement) (on information and belief, the debt is approximately \$250,000);
- iv. The Security Deposit proceeds under the 53-21 Lease including the \$41,780.00 received by Mr. Letsios and/or NBA, to the extent that these funds are still in his or NBA’s possession or control, already and the additional security deposit still held by the Landlord, to the extent received by any of the Defendants;

and it is further

ORDERED, that, sufficient reason having been shown therefor, pursuant to Federal Rule of Civil Procedure 65(b), made applicable by Federal Rule of Bankruptcy Procedure 7065, pending the determination on Plaintiff’s Application for a Preliminary Injunction, Nikolaos Letsios, Northern Broadway Auto, LLC, and Respect Auto Queens I, LLC, including their subsidiaries, assigns, affiliates, officers, directors, employees, attorneys, representatives, and all others acting in concert with each and all of them, are hereby TEMPORARILY RESTRAINED AND

ENJOINED from: releasing and/or utilizing the proceeds and consideration from the sale of the Lease for 53-21 Northern Boulevard, Woodside, New York (the “53-21 Lease”) by and between Nikolaos Letsios, Northern Broadway Auto, LLC, and Respect Auto Queens I, LLC, including, but not limited to, the following payments/consideration listed in paragraph 49 of the filed Complaint:

- i. Mr. Letsios’ payments under the consulting agreement worth \$155,000 -- \$105,000 was payable at closing (but had not been paid yet) and \$50,000 was payable over the next 5 months at \$10,000 per month;
- ii. Mr. Letsios’ 25% share of net profit at the Premises based on sales at that location for a term of 7 years, but this agreement can be bought out by Respect at any time for \$150,000 (payable \$75k up front and \$75 over 2 years);
- iii. Payments to Magic Major Auto, Inc. for the liability assumed by Respect (the balance of Mr. Letsios’ debt owed to Magic in the Agreement) (on information and belief, the debt is approximately \$250,000);
- iv. The Security Deposit proceeds under the 53-21 Lease including the \$41,780.00 received by Mr. Letsios and/or NBA, to the extent that these funds are still in his or NBA’s possession or control, already and the additional security deposit still held by the Landlord, to the extent received by any of the Defendants;

and it is further

ORDERED, that on or before **April 9, 2019**, Plaintiff shall serve a copy of this Order to Show Cause, together with the papers upon which it was granted, via **e-mail and CM/ECF**, upon: the Defendants and their respective counsel, and the Office of the United States Trustee, which shall be deemed good and sufficient notice hereof; and it is further

ORDERED, that, objections, if any, to the Application for a Preliminary Injunction may be heard at the Hearing.

Dated: April 9, 2019
Brooklyn, New York



Nancy Hershey Lord
Nancy Hershey Lord
United States Bankruptcy Judge